

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

=====X
"I.P. DOE", an Infant, by his/her Mother and Natural
Guardian, MARNI ASKINAZY, and MARNI ASKINAZY
and MATTHEW ASKINAZY, Individually,

Plaintiff,

VERIFIED ANSWER

-against-

Docket #15 CV 778

LOKANDA LION, LLC, individually and d/b/a CAMP
LOKANDA, CAMP LOKANDA, AMERICAN INSTITUTE
FOR FOREIGN STUDY, individually and d/b/a CAMP
AMERICA USA, CAMP AMERICA, USA, and "JOHN/JANE
DOES" 1-10, names fictitious and unknown, persons intended
being camp counselors at Camp Lokanda during the summer
of 2014

***DEFENDANT DEMANDS
TRIAL BY JURY***

Defendant.

=====X
Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and
d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, by its attorneys,
PERRY, VAN ETTEN, ROZANSKI & PRIMAVERA, LLP, answering the complaint of
plaintiffs herein, sets forth the following upon information and belief:

AS AND FOR AN ANSWER TO "THE PARTIES"

FIRST: Denies knowledge or information sufficient to form a belief as to the
allegations contained in paragraph "1" of the complaint.

SECOND: Denies knowledge or information sufficient to form a belief as to the
allegations contained in paragraph "2" of the complaint.

THIRD: Denies knowledge or information sufficient to form a belief as to the
allegations contained in paragraph "3" of the complaint.

FOURTH: Denies knowledge or information sufficient to form a belief as to the
allegations contained in paragraph "4" of the complaint.

FIFTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "5" of the complaint.

SIXTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "6" of the complaint.

SEVENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "7" of the complaint.

EIGHTH: Denies the allegations contained in paragraph "8" of the complaint.

NINTH: Denies the allegations contained in paragraph "9" of the complaint.

AS AND FOR AN ANSWER TO "BASIS FOR JURISDICTION"

TENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "10" of the complaint and refers all questions of law to the Court.

ELEVENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "11" of the complaint.

TWELFTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "12" of the complaint.

THIRTEENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "13" of the complaint.

FOURTEENTH: Admits the allegations contained in paragraph "14" of the complaint.

FIFTEENTH: Denies the allegations contained in paragraph "15" of the complaint.

SIXTEENTH: Denies the allegations contained in paragraph "16" of the complaint.

AS AND FOR AN ANSWER TO "FACTS UNDERLYING THE ACTION"

SEVENTEENTH: Denies the allegations contained in paragraph "17" of the complaint.

EIGHTEENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "18" of the complaint.

NINETEENTH: Denies the allegations contained in paragraph "19" of the complaint.

TWENTIETH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "20" of the complaint.

TWENTY-FIRST: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "21" of the complaint.

TWENTY-SECOND: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "22" of the complaint.

TWENTY-THIRD: Denies the allegations contained in paragraph "23" of the complaint.

TWENTY-FOURTH: Denies the allegations contained in paragraph "24" of the complaint.

TWENTY-FIFTH: Denies the allegations contained in paragraph "25" of the complaint.

TWENTY-SIXTH: Denies the allegations contained in paragraph "26" of the complaint.

AS AND FOR AN ANSWER TO THE FIRST CAUSE OF ACTION

TWENTY-SEVENTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph “27” of the complaint.

TWENTY-EIGHTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “28” of the complaint.

TWENTY-NINTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “29” of the complaint.

THIRTIETH: Denies the allegations contained in paragraph “30” of the complaint.

THIRTY-FIRST: Denies the allegations contained in paragraph “31” of the complaint.

THIRTY-SECOND: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “32” of the complaint.

THIRTY-THIRD: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “33” of the complaint.

THIRTY-FOURTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “34” of the complaint.

THIRTY-FIFTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “35” of the complaint.

THIRTY-SIXTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “36” of the complaint.

THIRTY-SEVENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “37” of the complaint.

THIRTY-EIGHTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “38” of the complaint.

THIRTY-NINTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “39” of the complaint.

FORTIETH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “40” of the complaint.

FORTY-FIRST: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “41” of the complaint.

FORTY-SECOND: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “42” of the complaint.

FORTY-THIRD: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “43” of the complaint.

FORTY-FOURTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “44” of the complaint.

FORTY-FIFTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “45” of the complaint.

FORTY-SIXTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “46” of the complaint.

FORTY-SEVENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “47” of the complaint.

FORTY-EIGHTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “48” of the complaint.

FORTY-NINTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “49” of the complaint.

FIFTIETH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “50” of the complaint.

FIFTY-FIRST: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “51” of the complaint.

FIFTY-SECOND: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “52” of the complaint.

FIFTY-THIRD: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “53” of the complaint.

FIFTY-FOURTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “54” of the complaint and refers all questions of law to the Court.

FIFTY-FIFTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “55” of the complaint.

FIFTY-SIXTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “56” of the complaint.

FIFTY-SEVENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “57” of the complaint.

FIFTY-EIGHTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “58” of the complaint.

FIFTY-NINTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “59” of the complaint.

SIXTIETH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “60” of the complaint.

SIXTY-FIRST: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “61” of the complaint.

SIXTY-SECOND: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “62” of the complaint.

SIXTY-THIRD: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “63” of the complaint.

SIXTY-FOURTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “64” of the complaint.

SIXTY-FIFTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “65” of the complaint.

SIXTY-SIXTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “66” of the complaint.

SIXTY-SEVENTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “67” of the complaint.

SIXTY-EIGHTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “68” of the complaint and refers all questions of law to the Court.

SIXTY-NINTH: Denies the allegations contained in paragraph “69” of the complaint.

AS AND FOR AN ANSWER TO THE SECOND CAUSE OF ACTION

SEVENTIETH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph “70” of the complaint.

SEVENTY-FIRST: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “71” of the complaint.

SEVENTY-SECOND: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “72” of the complaint and refers all questions of law to the Court.

SEVENTY-THIRD: Denies the allegations contained in paragraph “73” of the complaint.

AS AND FOR AN ANSWER TO THE THIRD CAUSE OF ACTION

SEVENTY-FOURTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph “74” of the complaint.

SEVENTY-FIFTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “75” of the complaint.

SEVENTY-SIXTH: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph “76” of the complaint and refers all questions of law to the Court.

SEVENTY-SEVENTH: Denies the allegations contained in paragraph “77” of the complaint.

AS AND FOR AN ANSWER TO THE FOURTH CAUSE OF ACTION

SEVENTY-EIGHTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph “78” of the complaint.

SEVENTY-NINTH: Denies the allegations contained in paragraph “79” of the complaint.

EIGHTIETH: Denies the allegations contained in paragraph “80” of the complaint.

EIGHTY-FIRST: Denies the allegations contained in paragraph “81” of the complaint.

EIGHTY-SECOND: Denies the allegations contained in paragraph “82” of the complaint.

EIGHTY-THIRD: Denies the allegations contained in paragraph “83” of the complaint.

EIGHTY-FOURTH: Denies the allegations contained in paragraph “84” of the complaint.

EIGHTY-FIFTH: Denies the allegations contained in paragraph "85" of the complaint.

EIGHTY-SIXTH: Denies the allegations contained in paragraph "86" of the complaint.

EIGHTY-SEVENTH: Denies the allegations contained in paragraph "87" of the complaint.

EIGHTY-EIGHTH: Denies the allegations contained in paragraph "88" of the complaint.

EIGHTY-NINTH: Denies the allegations contained in paragraph "89" of the complaint.

NINETIETH: Denies the allegations contained in paragraph "90" of the complaint.

NINETY-FIRST: Denies the allegations contained in paragraph "91" of the complaint.

NINETY-SECOND: Denies the allegations contained in paragraph "92" of the complaint.

NINETY-THIRD: Denies the allegations contained in paragraph "93" of the complaint.

NINETY-FOURTH: Denies the allegations contained in paragraph "94" of the complaint.

NINETY-FIFTH: Denies the allegations contained in paragraph "95" of the complaint.

NINETY-SIXTH: Denies the allegations contained in paragraph "96" of the complaint.

NINETY-SEVENTH: Denies the allegations contained in paragraph “97” of the complaint.

NINETY-EIGHTH: Denies the allegations contained in paragraph “98” of the complaint.

NINETY-NINTH: Denies the allegations contained in paragraph “99” of the complaint.

ONE-HUNDREDTH: Denies the allegations contained in paragraph “100” of the complaint.

ONE-HUNDREDTH FIRST: Denies the allegations contained in paragraph “101” of the complaint.

ONE-HUNDREDTH SECOND: Denies the allegations contained in paragraph “102” of the complaint and refers all questions of law to the Court.

ONE-HUNDREDTH THIRD: Denies the allegations contained in paragraph “103” of the complaint.

AS AND FOR AN ANSWER TO THE FIFTH CAUSE OF ACTION

ONE-HUNDREDTH FOURTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph “104” of the complaint.

ONE-HUNDREDTH FIFTH: Denies the allegations contained in paragraph “105” of the complaint.

ONE-HUNDREDTH SIXTH: Denies the allegations contained in paragraph “106” of the complaint and refers all questions of law to the Court.

ONE-HUNDREDTH SEVENTH: Denies the allegations contained in paragraph “107” of the complaint.

AS AND FOR AN ANSWER TO THE SIXTH CAUSE OF ACTION

ONE-HUNDREDTH EIGHTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph “108” of the complaint.

ONE-HUNDREDTH NINTH: Denies the allegations contained in paragraph “109” of the complaint.

ONE-HUNDREDTH TENTH: Denies the allegations contained in paragraph “110” of the complaint and refers all questions of law to the Court.

ONE-HUNDREDTH ELEVENTH: Denies the allegations contained in paragraph “111” of the complaint.

AS AND FOR AN ANSWER TO THE SEVENTH CAUSE OF ACTION

ONE-HUNDREDTH TWELFTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph “112” of the complaint.

ONE-HUNDREDTH THIRTEENTH: Denies the allegations contained in paragraph "113" of the complaint.

ONE-HUNDREDTH FOURTEENTH: Denies the allegations contained in paragraph "114" of the complaint.

ONE-HUNDREDTH FIFTEENTH: Denies the allegations contained in paragraph "115" of the complaint.

ONE-HUNDREDTH SIXTEENTH: Denies the allegations contained in paragraph "116" of the complaint and refers all questions of law to the Court.

ONE-HUNDREDTH SEVENTEENTH: Denies the allegations contained in paragraph "117" of the complaint.

AS AND FOR AN ANSWER TO THE EIGHTH CAUSE OF ACTION

ONE-HUNDREDTH EIGHTEENTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph "118" of the complaint.

ONE-HUNDREDTH NINETEENTH: Denies the allegations contained in paragraph "119" of the complaint.

ONE-HUNDREDTH TWENTIETH: Denies the allegations contained in paragraph "120" of the complaint.

ONE-HUNDREDTH TWENTY-FIRST: Denies the allegations contained in paragraph "121" of the complaint.

ONE-HUNDREDTH TWENTY-SECOND: Denies the allegations contained in paragraph "122" of the complaint.

ONE-HUNDREDTH TWENTY-THIRD: Denies the allegations contained in paragraph "123" of the complaint and refers all questions of law to the Court.

ONE-HUNDREDTH TWENTY-FOURTH: Denies the allegations contained in paragraph "124" of the complaint.

AS AND FOR AN ANSWER TO THE NINTH CAUSE OF ACTION

ONE-HUNDREDTH TWENTY-FIFTH: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph "125" of the complaint.

ONE-HUNDREDTH TWENTY-SIXTH: Denies the allegations contained in paragraph "126" of the complaint.

ONE-HUNDREDTH TWENTY-SEVENTH: Denies the allegations contained in paragraph "127" of the complaint.

ONE-HUNDREDTH TWENTY-EIGHTH: Denies the allegations contained in paragraph "128" of the complaint.

ONE-HUNDREDTH TWENTY-NINTH: Denies the allegations contained in paragraph "129" of the complaint and refers all questions of law to the Court.

ONE-HUNDREDTH THIRTIETH: Denies the allegations contained in paragraph "130" of the complaint.

AS AND FOR AN ANSWER TO THE TENTH CAUSE OF ACTION

ONE-HUNDREDTH THIRTY-FIRST: Defendant, AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, repeats, reiterates and realleges each and every denial heretofore alleged with the same force and effect as if set forth hereat fully and at length as it applies to paragraph "131" of the complaint.

ONE-HUNDREDTH THIRTY-SECOND: Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph "132" of the complaint.

ONE-HUNDREDTH THIRTY-THIRD: Denies the allegations contained in paragraph "133" of the complaint.

ONE-HUNDREDTH THIRTY-FOURTH: Denies the allegations contained in paragraph "134" of the complaint.

ONE-HUNDREDTH THIRTY-FIFTH: Denies the allegations contained in paragraph "135" of the complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

ONE-HUNDREDTH THIRTY-SIXTH: Upon information and belief, the injury sustained by the plaintiffs was not as the result of any culpable conduct of this answering defendant herein, or in the alternative, the amount of damages otherwise recoverable shall be diminished in the percentage proportion of the culpable conduct of the plaintiff and/or others which contributed to the culpable conduct that caused the injury.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

ONE-HUNDREDTH THIRTY-SEVENTH: This answering defendant will rely upon the provisions of Article 16 of the CPLR with regard to the limitation of joint and several liability.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

ONE-HUNDREDTH THIRTY-EIGHTH: That the plaintiff could, with due diligence, have obtained personal jurisdiction over tortfeasors not a party to this lawsuit. Therefore, the culpability of these missing or absent tortfeasors may be computed into the apportionment of total culpability causing the subject occurrence.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

ONE-HUNDREDTH THIRTY-NINTH: Upon information and belief, any damages sustained by the plaintiff were caused by plaintiff's having voluntarily and unreasonably assumed a known and dangerous risk, and/or damages were caused by or aggravated by such conduct.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

ONE-HUNDREDTH FORTIETH: Any past or future costs or expenses incurred, or to be incurred by the claimant for medical care, dental care, custodial care or rehabilitative services, loss of earnings or other economic loss that has been or may be replaced or indemnified, in whole or in part, from a collateral source as defined in Section 4545(c) of the Civil Practice Law and Rules, shall not be recoverable from this answering defendant and the amount of any such damage will be diminished by the amount of the funds that plaintiff has, or may received, from such collateral sources.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

ONE-HUNDREDTH FORTY-FIRST: The alleged causes of action asserted by the plaintiff in paragraphs "1" through "135" fails to state a cause of action in that it does not contain any allegations of injury to the plaintiff for which the answering defendant can be held liable.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

ONE-HUNDREDTH FORTY-SECOND: That this answering defendant is not liable by virtue of plaintiffs failure to mitigate or offset their damages herein.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

ONE-HUNDREDTH FORTY-THIRD: This answering defendant is are not liable by virtue of the superseding and/or intervening criminal acts of another or co-defendants.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

ONE-HUNDREDTH FORTY-FOURTH: This answering defendant is not liable by virtue of the superseding and/or intervening negligent acts of another or co-defendants.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

ONE-HUNDREDTH FORTY-FIFTH: This answering defendant is not liable for intentional tort conduct of the "John and Jane Doe" defendants.

**AS AND FOR A FIRST CROSS-CLAIM AGAINST DEFENDANTS
LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and
"JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp
counselors at Camp Lokanda during the summer of 2014**

ONE-HUNDREDTH FORTY-SIXTH: That if plaintiffs were caused to sustain damages as set forth in the complaint due to any negligence or other liability other than their own, then said damages were sustained by reason of the negligence, breach of contract and/or warranty or other liability and culpable conduct of co-defendants LOKANDA LION, LLC,

individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, their agents, servants and/or employees, and if any judgment is recovered by the plaintiff against defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, said defendant will then be damages by co-defendants LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, which will be responsible therefore in whole or in part.

ONE-HUNDREDTH FORTY-SEVENTH: By reasons of the foregoing, co-defendants LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, will be liable to the defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, in indemnification and contribution in the event of and in the full amount of any recovery had herein by plaintiffs, or for that proportion thereof caused by the relative responsible of co-defendants LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, which will then be bound to pay any and all fees and disbursements.

**AS AND FOR A SECOND CROSS-CLAIM AGAINST DEFENDANTS
LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and
"JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp
counselors at Camp Lokanda during the summer of 2014**

ONE-HUNDREDTH FORTY-EIGHTH: That in any event, and without regard to whether plaintiff recovers against defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, co-defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, is obligated under the common law and by contract to indemnify and hold and save harmless defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, from and against any and all claims and expenses associated with the defense of this action and which arise out of or are in connection with the allegations set forth in plaintiffs' complaint.

ONE-HUNDREDTH FORTY-NINTH: That in any event, and without regard to whether plaintiff recovers by judgment or otherwise against defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, said defendant herein will be entitled to indemnity by and from co-defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, due to the actions, negligence, carelessness, recklessness, breach of contract, breach of warranty and other culpable conduct of co-defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and

unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014.

**AS AND FOR A THIRD CROSS-CLAIM AGAINST DEFENDANTS
LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA**

ONE-HUNDREDTH FIFTIETH: Prior to the Summer of 2014, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA entered into an agreement with defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA.

ONE-HUNDREDTH FIFTY-FIRST: That on or about the Summer of 2014, the aforesaid agreement was in full force and effect.

ONE-HUNDREDTH FIFTY-SECOND: That pursuant to the terms and conditions of the agreement entered into between defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, and defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA agreed to indemnify, hold harmless and defend the within defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, for any claims arising from the work performed by said defendant.

ONE-HUNDREDTH FIFTY-THIRD: That at all times prior thereto, up to and including the Summer of 2014, the parties to the afore-referenced agreements, have performed their duties and obligations under the terms of this agreement and by virtue of this fact, defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP

AMERICA USA, and also s/h/a CAMP AMERICA, USA, is hereby entitled to a defense, indemnification and hold harmless from the defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA for any claims of injury and/or damages set forth by the plaintiff.

ONE-HUNDREDTH FIFTY-FOURTH: That if the plaintiff was caused to sustain any alleged injuries and damages at the time and place mentioned in the verified complaint due to any carelessness, recklessness and/or negligence, other than the plaintiff's own carelessness, recklessness and/or negligence, and in any event any judgment is recovered herein by the plaintiff against defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, defendant will be damaged thereby and defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA is or will be responsible therefore, by virtue of the terms, conditions and clauses of the aforesaid agreement.

ONE-HUNDREDTH FIFTY-FIFTH: By reason of the foregoing, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA will be liable to defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, and bound to indemnify and hold said defendant harmless, in the event of a recovery herein by the plaintiff against said defendant and in the amount of any such recovery, as well as for any and all attorneys' fees, costs and disbursements.

**AS AND FOR A FOURTH CROSS-CLAIM AGAINST DEFENDANTS
LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP
LOKANDA**

ONE-HUNDREDTH FIFTY-SIXTH: That at all times hereinafter mentioned, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA, was required to procure insurance for the benefit of defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, for and protecting against any injuries arising from its work, including injuries arising from the work of its employees.

ONE-HUNDREDTH FIFTY-SEVENTH: That at all times hereinafter mentioned and upon information and belief, defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA, failed and neglected to obtain any such insurance, thereby breaching its contract with defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA.

ONE-HUNDREDTH FIFTY-EIGHTH: As a result of defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA's breach of the aforereferenced contract, defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, will be damaged by reason of said breach for the full amount of any recovery of the plaintiff herein.

ONE-HUNDREDTH FIFTY-NINTH: That by virtue of the foregoing, and if the plaintiff shall recover any sums in this action for injuries allegedly sustained as and against defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a

CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, then defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA, shall be liable to the defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, for all said sums and recoveries, as well as for all costs, and attorneys' fees arising from this litigation.

AS AND FOR A FIFTH CROSS-CLAIM AGAINST DEFENDANTS
LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP
LOKANDA

ONE-HUNDREDTH SIXTIETH: That the plaintiffs in their complaint alleges that defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, violated certain rules, regulations, standards, statutes and ordinances.

ONE-HUNDREDTH SIXTY-FIRST: That if any such rules, statutes, standards, and ordinances were violated, all of which is specifically denied by defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, then any and all such violations were due to the acts of defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA.

ONE-HUNDREDTH SIXTY-SECOND: By reason of the foregoing, if plaintiff shall recover any sum in this action for the injuries allegedly sustained against defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, by reason of the violation of any rule, statute, ordinance or standards, then defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA shall be liable to defendant AMERICAN

INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, for all of said sums or any such portion thereof, as the Court may determine to be the proportionate share of liability as amongst defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, and defendant LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA and CAMP LOKANDA.

WHEREFORE, defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, demands judgment against plaintiff herein and, without regard to whether plaintiff is entitled to judgment herein as against defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, said defendant demands judgment over and against co-defendants LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, in the full amount of plaintiff's judgment, if any, and without regard to whether plaintiff is entitled to judgment against any defendant, defendant AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., individually and d/b/a CAMP AMERICA USA, and also s/h/a CAMP AMERICA, USA, demands judgment against co-defendants LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA, CAMP LOKANDA and "JOHN/JANE DOES" 1-10, names fictitious and unknown, persons intended being camp counselors at Camp Lokanda during the summer of 2014, for all of the costs and disbursements, including attorneys fees, arising from this action.

Dated: New York, New York
March 23, 2015

Yours etc.,

PERRY, VAN ETTEN, ROZANSKI
& PRIMAVERA, LLP
Attorneys for Defendant
AMERICAN INSTITUTE FOR FOREIGN
STUDY, INC., individually and d/b/a CAMP
AMERICA USA, and also s/h/a CAMP
AMERICA, USA,
Office & P.O. Address
30 Broad Street
The 44th Floor
New York, New York 10004
(212) 406-9710
Our File Number: 501459

BY: _____

JEFFREY K. VAN ETTEN
(#9107)

TO: PARKER WAICHMAN LLP
Attorneys for Plaintiffs
6 Horbor Park Drive
Port Washington, New York 11050
(516) 466-6500
Your File Number: 4023142

LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA
and CAMP LOKANDA
432 Haring Road
Glen Spey, New York 12737

ATTORNEYS VERIFICATION

JEFFREY K. VAN ETTEN, affirms as follows:

I am an attorney admitted to practice in the Southern and Eastern District Courts of the State of New York, and am the attorney for the defendants in the within action, and as such, am fully familiar with all the facts and circumstances therein.

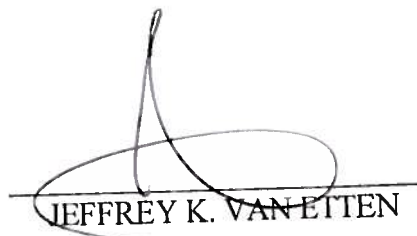
That the foregoing Verified Answer is true to the knowledge of affirmant, except as to those matters stated to be alleged upon information and belief and that as to those matters he believes it to be true.

Affirmant further states that the reason that this verification is made by affirmant and not by defendants is that defendant does not reside within the County of New York, where affirmant maintains his office.

Affirmant further states that the sources of his knowledge and information are reports of investigations, conversations, writings and memoranda of this litigation.

The undersigned attorney affirms that the foregoing statements are true, under the penalties of perjury.

Dated: New York, New York
March 23, 2015



JEFFREY K. VAN ETTEN

AFFIDAVIT OF SERVICE BY ECF AND REGULAR MAIL

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

LISA BYE, being duly sworn deposes and says:

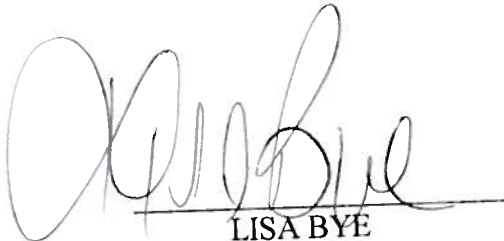
Deponent is not a party to the action, is over Eighteen (18) years of age and resides in Richmond County, New York.

On March 23, 2015 deponent served the within **VERIFIED ANSWER**

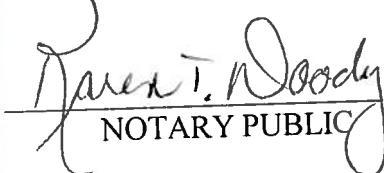
upon the attorneys listed below through the ECF System of the United States District Court for the Southern District of New York via the permissive use of the user name and password of JEFFREY K. VAN ETEN, ESQ., and by depositing a true copy of same enclosed in a post-paid addressed wrapper in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York directed to the attorneys listed below at the address designated by said attorneys for the purpose of service.

TO: PARKER WAICHMAN LLP
Attorneys for Plaintiffs
6 Harbor Park Drive
Port Washington, New York 11050
(516) 466-6500
Your File Number: 4023142

LOKANDA LION, LLC, individually and d/b/a CAMP LOKANDA
and CAMP LOKANDA
432 Hairing Road
Glen Spey, New York 12737


LISA BYE

Sworn to before me this
23rd day of March 23, 2015


NOTARY PUBLIC

KAREN T. DOODY
Notary Public, State Of New York
01004652571
Qualified In Queens County 17
Commission Expires July 31, 20

UNITED STATES DISTRICT COURT : SOUTHERN DISTRICT COURT OF NEW YORK

"I.P. DOE", an Infant, by his/her Mother and Natural Guardian, MARNI ASKINAZY, and
MARNI ASKINAZY and MATTHEW ASKINAZY, Individually,

Plaintiffs,

-against-

LOKANDA LION, LLC., ET AL.,

Defendant.

VERIFIED ANSWER

**PERRY, VAN ETTEN, ROZANSKI &
PRIMAVERA, LLP**

Attorneys for

Defendant - AMERICAN INSTITUTE FOR FOREIGN STUDY
30 BROAD STREET, THE 44TH FLOOR
NEW YORK, NEW YORK 10004
(212) 406-9710

§2103 (b) (5) Notice: Service of Papers by Electronic Means is Not Accepted

Pursuant to 22 NYCRR 130-1.1-a, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, (1) the contentions contained in the annexed document are not frivolous and that (2) if the annexed document is an initiating pleading, (i) the matter was not obtained through illegal conduct, or that if it was, the attorney or other persons responsible for the illegal conduct are not participating in the matter or sharing in any fee earned therefrom and that (ii) if the matter involves potential claims for personal injury or wrongful death, the matter was not obtained in violation of 22 NYCRR 1200.41-a.

Dated: March 23, 2015

Signature

JEFFREY K. VAN ETTEN

Print Signer's Name.....

is hereby admitted.

Service of a copy of the within

Dated:

Attorney(s) for

PLEASE TAKE NOTICE

Check Applicable Box



NOTICE OF
ENTRY

that the within is a (certified) true copy of a
entered in the office of the clerk of the within-named Court on

20



NOTICE OF
SETTLEMENT

that an Order of which the within is a true copy will be presented for settlement to the
Hon. , one of the judges of the within-named Court,
at
on 20 , at M.

Dated:

**PERRY, VAN ETTEN, ROZANSKI &
PRIMAVERA, LLP**

Attorneys for

30 BROAD STREET, THE 44TH FLOOR
NEW YORK, NEW YORK 10004
(212) 406-9710

To:

Attorney(s) for